

DATA PROCESSING AGREEMENT

Effective: January 27, 2022

This Port 443 Inc. (“we”, “us”) Data Processing Agreement (“DPA”) reflects the Parties’ agreement with respect to the Processing of Personal Data by us on behalf of you, in connection with the Port 443 Services under the [Port 443 Customer Terms of Service \(“Terms of Service”\)](#). Together this DPA, the Terms of Service, and the [Privacy Policy](#) (see Appendix A) constitute the entire agreement between you and Port 443 Inc. In the event of any conflict or inconsistency between the provisions of the Terms of Service and this DPA, this DPA will take precedence with respect to the Processing of Personal Data.

1. Definitions

1.1 In this DPA, the following terms shall have the meanings set out below:

1.1.1 “**Applicable Laws**” means (a) European Union or Member State laws with respect to any Personal Data in respect of which Controller is subject to European Data Protection Laws; and (b) any other applicable law with respect to any Personal Data in respect of which Controller is subject to any other Data Protection Laws.

1.1.2 “**Controller**” means the person, authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

1.1.3 “**Controller Affiliate**” means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Controller, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

1.1.4 “**Personal Data**” means any customer information related to an identified or identifiable natural person processed by a Port 443 on behalf of Controller.

1.1.5 “**Processor**” means a body which perform the Processing of Personal Data on behalf of the Controller.

1.1.6 “**Port 443**” means Port 443 Inc. or a Subprocessor.

1.1.7 “**Data Protection Laws**” means European Data Protection Laws, North American Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country.

1.1.8 “**European Data Protection Laws**” means data protection laws applicable in Europe, including: (a) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (“GDPR”); (b) Directive

2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; and (c) applicable national implementations of (a) and (b); or (c) in respect of the United Kingdom, any applicable national legislation that replaces or converts in domestic law the GDPR or any other law relating to data and privacy as a consequence of the United Kingdom leaving the European Union; and (d) Swiss Federal Data Protection Act on 19 June 1992 and its Ordinance; in each case, as may be amended, superseded or replaced.

1.1.9 “**North American Data Protection Laws**” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations (“CCPA”), Canada’s Personal Information Protection and Electronic Documents Act, S.C. 2000, ch. 5 (“PIPEDA”) and any provincial legislation deemed substantially similar to PIPEDA pursuant to the procedures set forth therein, and all amendments to the CCPA, PIPEDA and similar legislation, as they may be enacted, from time to time.

1.1.10 “**Instructions**” means the written, documented instructions issued by Controller to Processor, and directing the same to perform a specific or general action with regard to Personal Data (including, but not limited to, depersonalizing, blocking, deletion, and making available).

1.1.11 “**Restricted Transfer**” means:

1.1.11.1 A transfer of Personal Data from Controller to Processor; or

1.1.11.2 An onward transfer of Personal Data from a Processor to a Processor, or between two establishments of a Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of an adequate level of protection (within the meaning of applicable European Data Protection Laws).

1.1.12 “**Services**” means the services and other activities to be supplied to or carried out by or on behalf of Port 443 for Controller.

1.1.13 “**End User**” the employees, contractors, collaborators, customers, prospects, suppliers and subcontractors of the Controller.

1.1.14 “**Subprocessor**” means any person (including any third-party, but excluding Port 443’s employees and subcontractors) appointed by or on behalf of Port 443 to process Personal Data on behalf of Controller.

1.1.15 “**Processing**” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.1.16 Capitalized terms not otherwise defined herein shall have the meaning given to them in the Terms of Service and/or Privacy Policy.

2. Details of the Processing

2.1 Categories of Data Subjects. The Personal Data Processed concern the following categories of Data Subjects:

2.1.1 Data Subjects about whom Port 443 collects Personal Data in its provision of services as a Processor;

2.1.2 Data Subjects about whom Personal Data is transferred to Port 443 in connection with its services as a Processor by, at the direction of, or on behalf of Controller.

2.2 Types of Information. Port 443 collects both Personal Data and Non-Personally identifiable information (“NPPI”).

2.2.1 Personal Data includes personally identifiable information (“PII”) which is uniquely associated with an identifiable individual which may include age, gender, location, email address, and IP address.

2.2.2 Non-Personally identifiable information (“NPPI”) includes information which does not identify, or is not uniquely associated with, an individual. NPPI includes, but is not limited to, (a) general information such as name, geographical information and location, age range; (b) interaction information such as products and collections viewed, order information, loyalty programs information, and; (c) behavioral information such as general interests inferred by their interactions with the Controller’s eCommerce platform. NPPI may also include information that is non-personally identifiable but was generated from PII, such as by aggregation with other PII or anonymization. While this does not fit the definition of Personal Data, it is being included in this document for transparency of data usage.

2.3 Subject Matter, Nature and Purpose of Processing. Personal Data will be processed for purposes of providing the Services set forth in the Terms of Service between Port 443 and the Controller.

2.4 Duration of Processing. The Personal Data will be processed for the duration of the term as set forth in the Terms of Service.

3. Processing of Personal Data

3.1 Port 443 shall:

3.1.1 comply with all applicable Data Protection Laws in the Processing of Personal Data; and

3.1.2 not Process Personal Data other than accordance with this DPA which constitutes the Controller’s complete and final Instructions to Port 443 in relation to the Processing of Personal Data, and additional instructions outside the scope of the Instructions shall require prior written agreement between the Controller and Port 443.

3.2 The Controller instructs Port 443 and authorizes Port 443 to:

3.2.1 Process Personal Data; and

3.2.1.1 in particular, transfer Personal Data to approved countries in accordance with this DPA, as reasonably necessary for the provision of the Services and consistent with the Terms of Service; and

3.2.2 warrants and represents that it is and will at all relevant times remain duly and effectively authorized to give the instruction set out in section 3.2.1 on behalf of each relevant Controller Affiliate.

4. Processor Personnel

Port 443 shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Processor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know and/or access the relevant Personal Data, as strictly necessary for the purposes of delivering the Services, and to comply with Applicable Laws in the context of that individual's duties to Port 443, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5. Security

5.1 Taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Port 443 shall in relation to the Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

5.2 In assessing the appropriate level of security, Port 443 shall take into account the risks that are presented by Processing, and in particular from a Personal Data breach.

6. Subprocessing

6.1 Controller authorizes Port 443 to appoint and permit each Subprocessor appointed in accordance with this section 6 to appoint, Subprocessors in accordance with this section 6 and any restrictions in the Terms of Service.

6.2 Port 443 may continue to use those Subprocessors already engaged by Port 443 as at the effective date of this DPA.

6.2.1 Port 443 will provide 30 days notice to Controller of any new Subprocessors it has engaged prior to the effective date of such appointment.

6.3 Controller may request a list of Subprocessors at any time via email to privacy@port443.io.

6.4 With respect to each Subprocessor, Port 443 shall:

6.4.1 before the Subprocessor first Processes Personal Data, carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Personal Data required by the Terms of Service;

6.4.2 ensure that the arrangement between on the one hand (a) Port 443, or (b) the relevant intermediate Subprocessor; and on the other hand, the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Personal Data as those set out in this DPA and meet the requirements of article 28(3) of the GDPR;

6.4.3 if that arrangement involves a Restricted Transfer, ensure that an adequate level of protection (within the meaning of applicable European Data Protection Laws) exists before the Subprocessor first Processes Personal Data; and

6.4.4 provide to Controller for review such copies of Port 443s' agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this DPA) as Controller may request from time to time.

6.5 Port 443 shall ensure that each Subprocessor performs the obligations under sections 3.1, 4, 5, 7, 8, 9 and 11.1, as they apply to Processing of Personal Data carried out by that Subprocessor, as if it were party to this DPA in place of Port 443.

7. Data Subject Rights

Taking into account the nature of the Processing, Port 443 shall assist Controller by implementing appropriate technical and organizational measures to respond to requests to exercise Data Subject rights under the Data Protection Laws.

8. Personal Data Breach

8.1 Port 443 shall notify Controller without undue delay upon Port 443 or any Subprocessor becoming aware of a breach affecting Personal Data.

8.2 Port 443 shall co-operate with Controller and take such reasonable commercial steps as are directed by Controller to assist in the investigation, mitigation and remediation of each such breach of Personal Data.

9. Data Protection Impact Assessment and Prior Consultation

Port 443 shall provide reasonable assistance to Controller with any data protection impact assessments, and prior consultations competent data privacy authorities, which Controller reasonably considers to be required of Controller by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Personal Data by, and taking into account the nature of the Processing and information available to, Port 443.

10. Storage, Transfer or Deletion of Personal Data

10.1. Port 443 may transfer, store and process Personal Data, to or on computers located in the United States, Europe, and Canada. Accordingly, such information may be subject to the laws of these relevant jurisdictions.

10.2. Port 443 does not provide a fixed period for PII. Port 443 will delete PII upon any of the following:

- A request from the Controller subscribing for the Service through which the End User, whose data requested to be deleted, was obtained;
- If Port 443 learns that any PII has been collected unlawfully;
- A request from any legal body having sufficient legal authority; or
- If Port 443 being made aware that PII should be deleted to ensure compliance with an applicable legal obligation.

10.3 The storage period for any NPPI is indefinite.

11. Audit rights

11.1 Subject to section 11.2, Port 443 shall make available to Controller on request all information necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits, including inspections, by Controller or an auditor mandated by Controller in relation to the Processing of the Personal Data by Port 443.

11.2 Information and audit rights of the Controller only arise under section 11.1 to the extent that the Terms of Service does not otherwise give the Controller sufficient information and audit rights to meet the relevant requirements of Data Protection Law (including, where applicable, article 28(3)(h) of the GDPR).

11.3 Controller or the relevant Controller Affiliate undertaking an audit shall give Port 443 reasonable notice of any audit or inspection to be conducted under section 11.1 and shall make, and ensure that each of its mandated auditors makes, reasonable endeavors to avoid causing, or if it cannot avoid, to minimize, any damage, injury or disruption to Port 443's premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. Port 443 need not give access to its premises for the purposes of such an audit or inspection:

11.3.1 to any individual unless he or she produces reasonable evidence of identity and authority;

11.3.2 outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and Controller or the relevant Controller Affiliate undertaking an audit has given notice to Port 443 that this is the case before attendance outside those hours begins; or

11.3.3 for the purposes of more than one audit or inspection, in respect of each Processor, in any calendar year, except for any additional audits or inspections which:

11.3.3.1 Controller or the relevant Controller Affiliate undertaking an audit reasonably considers necessary because of genuine concerns as to Port 443's compliance with this DPA; or

11.3.3.2 Controller is required or requested to carry out by Data Protection Law or a legitimate regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory, where Controller or the relevant Controller Affiliate undertaking an audit has identified its concerns or the relevant requirement or request in its notice to Port 443 of the audit or inspection.

12. General Terms

12.1 Save as specifically modified and amended in this DPA, all of the terms, provisions and requirements contained in the Terms of Service shall remain in full force and effect and govern this DPA. If any provision of this DPA is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this DPA shall remain operative and binding on the parties.

12.2 The Controller acknowledges and agrees that Port 443 may amend this DPA from time to time by posting the relevant amended and restated DPA on Port 443's website, available at <https://www.port443.io/dpa> and such amendments to this DPA are effective as of the date of posting. The Controller's continued use of the Services after the amended DPA is posted to Port 443's website constitutes Controller's agreement to, and acceptance of, the amended DPA.

12.3 This DPA and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Terms of Service. The parties irrevocably and unconditionally submit to the venue stipulated in the Terms of Service with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

12.4 Nothing in this DPA reduces Port 443's obligations under the Terms of Service in relation to the protection of Personal Data or permits Port 443 to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Terms of Service.

12.5 Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (a) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (b) construed in a manner as if the invalid or unenforceable part had never been contained therein.

APPENDIX A

PRIVACY POLICY

Effective date: January 4, 2022

Port 443 Inc. (“us”, “we”, or “our”) operates the www.mymusicstaff.com, www.tutorbird.com and www.athletadesk.com websites and the My Music Staff, TutorBird and AthletaDesk mobile applications (the “Service” or “Services”, as applicable).

This page informs you of our policies regarding the collection, use, and disclosure of personal data when you use our Service and the choices you have associated with that data.

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms of Service.

Definitions

Personal Data

Personal Data means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).

Usage Data

Usage Data is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

Cookies

Cookies are small pieces of data stored on a User’s device.

Data Controller

Data Controller means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed.

For the purpose of this Privacy Policy, we are a Data Controller of your data as it pertains to your Account and/or membership for Services. You are the Data Controller of your student, billing and other data related to your customers stored within your Account.

Data Processor (or Service Providers)

Data Processor (or Service Provider) means any person (other than an employee of the Data Controller) who processes the data on behalf of the Data Controller.

We may use the services of various Service Providers in order to process your data more effectively.

Data Subject

Data Subject is any living individual who is the subject of Personal Data.

User

The User is the individual using our Service. The User corresponds to the Data Subject, who is the subject of Personal Data.

Information Collection And Use

We collect several different types of information for various purposes to provide and improve our Service to you.

Types of Data Collected

Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you (“Personal Data”). Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- Cookies and Usage Data

We may use your Personal Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

Usage Data

We may also collect information that your browser sends whenever you visit our Service or when you access the Service by or through a mobile device (“Usage Data”).

This Usage Data may include information such as your computer’s Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When you access the Service by or through a mobile device, this Usage Data may include information such as the type of mobile device you use, your mobile device unique ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browser you use, unique device identifiers and other diagnostic data.

Location Data

We may use and store information about your location if you give us permission to do so (“Location Data”). We use this data to provide features of our Service, to improve and customize our Service.

You can enable or disable location services when you use our Service at any time, through your device settings.

Tracking & Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and hold certain information.

Cookies are files with a small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- **Session Cookies.** We use Session Cookies to operate our Service.
- **Preference Cookies.** We use Preference Cookies to remember your preferences and various settings.
- **Security Cookies.** We use Security Cookies for security purposes.

Use of Data

Port 443 Inc. uses the collected data for various purposes:

- To provide and maintain our Service
- To notify you about changes to our Service
- To allow you to participate in interactive features of our Service when you choose to do so
- To provide customer support
- To gather analysis or valuable information so that we can improve our Service
- To monitor the usage of our Service
- To detect, prevent and address technical issues

- To provide you with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information

Retention of Data

Port 443 Inc. will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

Port 443 Inc. will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer time periods.

Transfer Of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

We do not rent or sell your personal information to other companies or individuals.

If you choose to provide information to us, please note that we transfer the data, including Personal Data, to Canada and/or the United States and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Port 443 Inc. will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

Disclosure Of Data

Business Transaction

If Port 443 Inc. is involved in a merger, acquisition or asset sale, your Personal Data may be transferred. We will provide notice before your Personal Data is transferred and becomes subject to a different Privacy Policy.

Disclosure for Law Enforcement

Under certain circumstances, Port 443 Inc. may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Legal Requirements

Port 443 Inc. may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of Port 443 Inc.
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability

Security Of Data

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

“Do Not Track” Signals

We do not support Do Not Track (“DNT”). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.

You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

Your Rights

Port 443 Inc. aims to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data.

Whenever made possible, you can update your Personal Data directly within your account settings section. If you are unable to change your Personal Data, please contact us to make the required changes.

If you wish to be informed what Personal Data we hold about you and if you want it to be removed from our systems, please contact us.

In certain circumstances, you have the right:

- To access and receive a copy of the Personal Data we hold about you
- To rectify any Personal Data held about you that is inaccurate
- To request the deletion of Personal Data held about you

You have the right to data portability for the information you provide to Port 443 Inc.. You can request to obtain a copy of your Personal Data in a commonly used electronic format so that you can manage and move it.

Please note that we may ask you to verify your identity before responding to such requests.

Service Providers

We may employ third party companies and individuals to facilitate our Service (“Service Providers”), to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Analytics

We may use Service Providers to monitor and analyze the use of our Service.

- **Google Analytics** - Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network.

For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: <http://www.google.com/intl/en/policies/privacy/>

Behavioral Remarketing

Port 443 Inc. uses remarketing services to advertise on third party websites to you after you visited our Service. We and our third-party vendors use cookies to inform, optimize and serve ads based on your past visits to our Service.

- **Google AdWords** - Google AdWords remarketing service is provided by Google Inc.

You can opt-out of Google Analytics for Display Advertising and customize the Google Display Network ads by visiting the Google Ads Settings page: <http://www.google.com/settings/ads>

Google also recommends installing the Google Analytics Opt-out Browser Add-on – <https://tools.google.com/dlpage/gaoptout> – for your web browser. Google Analytics Opt-out Browser Add-on provides visitors with the ability to prevent their data from being collected and used by Google Analytics.

For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: <http://www.google.com/intl/en/policies/privacy/>

- **Twitter** - Twitter remarketing service is provided by Twitter Inc.

You can opt-out from Twitter’s interest-based ads by following their instructions: <https://support.twitter.com/articles/20170405>

You can learn more about the privacy practices and policies of Twitter by visiting their Privacy Policy page: <https://twitter.com/privacy>

- **Facebook** - Facebook remarketing service is provided by Facebook Inc.

You can learn more about interest-based advertising from Facebook by visiting this page: <https://www.facebook.com/help/164968693837950>

To opt-out from Facebook's interest-based ads follow these instructions from Facebook: <https://www.facebook.com/help/568137493302217>

Facebook adheres to the Self-Regulatory Principles for Online Behavioral Advertising established by the Digital Advertising Alliance. You can also opt-out from Facebook and other participating companies through the Digital Advertising Alliance in the USA <http://www.aboutads.info/choices/>, the Digital Advertising Alliance of Canada in Canada <http://youradchoices.ca/> or the European Interactive Digital Advertising Alliance in Europe <http://www.youronlinechoices.eu/>, or opt-out using your mobile device settings.

For more information on the privacy practices of Facebook, please visit Facebook's Data Policy: <https://www.facebook.com/privacy/explanation>

- **AdRoll** - AdRoll remarketing service is provided by Semantic Sugar, Inc.

You can opt-out of AdRoll remarketing by visiting this AdRoll Advertising Preferences web page: http://info.evidon.com/pub_info/573?v=1&nt=1&nw=false

For more information on the privacy practices of AdRoll, please visit the AdRoll Privacy Policy web page: <http://www.adroll.com/about/privacy>

Payments

We may provide paid products and/or services within the Service. In that case, we use third-party services for payment processing (e.g. payment processors).

We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, Mastercard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

The payment processors we work with are:

- **Stripe** - Their Privacy Policy can be viewed at <https://stripe.com/us/privacy>
- **PayPal or Braintree** - Their Privacy Policy can be viewed at <https://www.paypal.com/webapps/mpp/ua/privacy-full>

Links To Other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third-party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

Changes To This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the “effective date” at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

If you have any questions about this Privacy Policy, please contact us:

- By email: hello@port443.io